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*Attorneys for Southwest Airlines
Co. Welfare Benefit Plan, incorrectly
named as Southwest Airlines Co.
Funded Welfare Benefit Plan*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

G. DALLAS NORTON & ASSOCIATES,

Plaintiff,

vs.

CYNTHIA HARRIS, an individual, LINCOLN
FINANCIAL GROUP, THE LINCOLN
NATIONAL LIFE INSURANCE COMPANY,
CIGNA GROUP INSURANCE, LIFE
INSURANCE COMPANY OF NORTH
AMERICA, SOUTHWEST AIRLINES CO.
FUNDED WELFARE BENEFIT PLAN,
AMERICAN MEDICAL RESPONSE,
FREMONT EMERGENCY SERVICES,
RADIOLOGY ASSOCIATES OF NEVADA, ST.
ROSE DOMINICAN – SAN MARTIN
CAMPUS, ALIGN CHIROPRACTIC
CENTENNIAL GROUP, ANTHEM
CHIROPRACTIC, SELECT PHYSICAL
THERAPY, PERSONAL PRIMARY CARE,
P.C., LAS VEGAS RADIOLOGY, MEDICAL
FUNDING RESOURCES,

Defendants.

Case No.: 2:15-cv-01693-JCM-NJK

**DEFENDANT SOUTHWEST AIRLINES
CO. WELFARE BENEFIT PLAN'S
ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant, SOUTHWEST AIRLINES CO. WELFARE BENEFIT PLAN (“Plan”),
incorrectly named as Southwest Airlines Co. Funded Welfare Benefit Plan, by and through their
attorney, JOSHUA A. SLIKER, ESQ., of the law firm of BARRON & PRUITT, LLP, hereby
answers Plaintiff’s Amended Complaint in Interpleader as follows:

1. Upon information and belief, the Plan admits the allegations contained in Paragraph 1
of the Amended Complaint.

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2. With respect to the allegations in Paragraph 2 of the Amended Complaint, the Plan admits only that Cynthia Harris (“Harris”) was a covered person under the Plan, which is self-funded and covered by the Employee Retirement Income Security Act of 1974 (“ERISA”), and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of Harris for injuries related to a personal injury accident that occurred on or about August 22, 2014 (“Accident”). The Plan has a first priority right of subrogation and reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any recovery and notwithstanding attorney’s fees. See Exhibit A, Plan language, and Exhibit B, itemization of benefits paid, attached hereto respectively. The Plan is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 2 of the Amended Complaint, and therefore, denies these allegations.

3. The Plan is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 3 of the Amended Complaint, and therefore, denies these allegations.

4. The Plan admits the allegations in Paragraph 4 of the Amended Complaint.

5. Upon information and belief, the Plan admits the allegations contained in Paragraph 5 of the Amended Complaint.

6. The Plan is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 6 of the Amended Complaint, and therefore, denies these allegations.

7. With respect to the allegations in Paragraph 7 of the Amended Complaint, the Plan admits only that Harris was a covered person under the Plan, which is self-funded and covered by ERISA, and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of Harris for injuries related to the Accident. The Plan has a first priority right of subrogation and reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any recovery and notwithstanding attorney’s fees. See Exhibit A, Plan language, and Exhibit B, itemization of benefits paid, attached hereto respectively. The Plan further avers that any state laws that any other parties to this action, or their attorneys, may rely upon to attempt to impede the Plan’s right of subrogation and reimbursement are preempted by ERISA. The Plan is without sufficient

1 knowledge or information to form a belief as to the truth of the remaining allegations contained in
2 Paragraph 7 of the Amended Complaint, and therefore, denies these allegations.

3 8. With respect to the allegations in Paragraph 8 of the Amended Complaint, the Plan
4 admits only that Harris was a covered person under the Plan, which is self-funded and covered by
5 ERISA, and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of
6 Harris for injuries related to the Accident. The Plan has a first priority right of subrogation and
7 reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any
8 recovery and notwithstanding attorney's fees. See Exhibit A, Plan language, and Exhibit B,
9 itemization of benefits paid, attached hereto respectively. The Plan further avers that any state laws
10 that any other parties to this action, or their attorneys, may rely upon to attempt to impede the Plan's
11 right of subrogation and reimbursement are preempted by ERISA. The Plan is without sufficient
12 knowledge or information to form a belief as to the truth of the remaining allegations contained in
13 Paragraph 8 of the Amended Complaint, and therefore, denies these allegations.

14 9. With respect to the allegations in Paragraph 9 of the Amended Complaint, the Plan
15 admits only that Harris was a covered person under the Plan, which is self-funded and covered by
16 ERISA, and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of
17 Harris for injuries related to the Accident. The Plan has a first priority right of subrogation and
18 reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any
19 recovery and notwithstanding attorney's fees. See Exhibit A, Plan language, and Exhibit B,
20 itemization of benefits paid, attached hereto respectively. The Plan further avers that any state laws
21 that any other parties to this action, or their attorneys, may rely upon to attempt to impede the Plan's
22 right of subrogation and reimbursement are preempted by ERISA. The Plan is without sufficient
23 knowledge or information to form a belief as to the truth of the remaining allegations contained in
24 Paragraph 9 of the Amended Complaint, and therefore, denies these allegations.

25 10. With respect to the allegations in Paragraph 10 of the Amended Complaint, the Plan
26 admits only that Harris was a covered person under the Plan, which is self-funded and covered by
27 ERISA, and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of
28 Harris for injuries related to the Accident. The Plan has a first priority right of subrogation and
reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any

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1 recovery and notwithstanding attorney's fees. See Exhibit A, Plan language, and Exhibit B,
 2 itemization of benefits paid, attached hereto respectively. The Plan further avers that any state laws
 3 that any other parties to this action, or their attorneys, may rely upon to attempt to impede the Plan's
 4 right of subrogation and reimbursement are preempted by ERISA. The Plan is without sufficient
 5 knowledge or information to form a belief as to the truth of the remaining allegations contained in
 6 Paragraph 10 of the Amended Complaint, and therefore, denies these allegations.

7 11. With respect to the allegations in Paragraph 11 of the Amended Complaint, the Plan
 8 admits only that Harris was a covered person under the Plan, which is self-funded and covered by
 9 ERISA, and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of
 10 Harris for injuries related to the Accident. The Plan has a first priority right of subrogation and
 11 reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any
 12 recovery and notwithstanding attorney's fees. See Exhibit A, Plan language, and Exhibit B,
 13 itemization of benefits paid, attached hereto respectively. The Plan further avers that any state laws
 14 that any other parties to this action, or their attorneys, may rely upon to attempt to impede the Plan's
 15 right of subrogation and reimbursement are preempted by ERISA. The Plan is without sufficient
 16 knowledge or information to form a belief as to the truth of the remaining allegations contained in
 17 Paragraph 11 of the Amended Complaint, and therefore, denies these allegations.

18 12. With respect to the allegations in Paragraph 12 of the Amended Complaint, the Plan
 19 admits only that Harris was a covered person under the Plan, which is self-funded and covered by
 20 ERISA, and that, to date, the Plan has paid benefits in the amount of at least \$9,124.56 on behalf of
 21 Harris for injuries related to the Accident. The Plan has a first priority right of subrogation and
 22 reimbursement to the extent of benefits paid, regardless of whether Harris is made-whole by any
 23 recovery and notwithstanding attorney's fees. See Exhibit A, Plan language, and Exhibit B,
 24 itemization of benefits paid, attached hereto respectively. The Plan further avers that any state laws
 25 that any other parties to this action, or their attorneys, may rely upon to attempt to impede the Plan's
 26 right of subrogation and reimbursement are preempted by ERISA. The Plan is without sufficient
 27 knowledge or information to form a belief as to the truth of the remaining allegations contained in
 28 Paragraph 12 of the Amended Complaint, and therefore, denies these allegations.

13. The Plan is without sufficient knowledge or information to form a belief as to the

1 truth of the remaining allegations contained in Paragraph 13 of the Amended Complaint, and
2 therefore, denies these allegations.

3 14. With regard to the unnumbered paragraph following Paragraph 13 of the Amended
4 Complaint, beginning with “WHEREFORE,” and all sub-parts, the Plan does not believe these
5 paragraphs require an answer, but to the extent an answer is required, the Plan avers that Harris was
6 a covered person under the Plan, which is self-funded and covered by ERISA, and that, to date, the
7 Plan has paid benefits in the amount of at least \$9,124.56 on behalf of Harris for injuries related to
8 the Accident. The Plan has a first priority right of subrogation and reimbursement to the extent of
9 benefits paid, regardless of whether Harris is made-whole by any recovery and notwithstanding
10 attorney’s fees. See Exhibit A, Plan language, and Exhibit B, itemization of benefits paid, attached
11 hereto respectively. The Plan further avers that any state laws that any other parties to this action, or
12 their attorneys, may rely upon to attempt to impede the Plan’s right of subrogation and
13 reimbursement are preempted by ERISA. To the extent there are any remaining allegations in the
14 unnumbered Paragraph following Paragraph 13 of the Amended Complaint, the Plan denies them.

15 15. Any allegations contained in the Amended Complaint which have not been admitted,
16 modified or denied are hereby denied as if separately and specifically denied.

17 **AFFIRMATIVE DEFENSES**

18 1. The Plan avers that Harris was a covered person under the Plan, which is self-funded
19 and covered by ERISA, and that, to date, the Plan has paid benefits in the amount of at least
20 \$9,124.56 on behalf of Harris for injuries related to the Accident. The Plan has a first priority right
21 of subrogation and reimbursement to the extent of benefits paid, regardless of whether Harris is
22 made-whole by any recovery and notwithstanding attorney’s fees. See Exhibit A, Plan language, and
23 Exhibit B, itemization of benefits paid, attached hereto respectively.

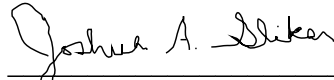
24 2. The Plan avers that any state laws that the other parties to this action, or their
25 attorneys, may rely upon to attempt to defeat the Plan’s right of subrogation and reimbursement are
26 preempted by ERISA.

27 3. The Plan reserves the right to assert further affirmative defenses as they become
28 evident through investigation or discovery.

1
2 **WHEREFORE**, the Plan prays that the Court award it full reimbursement to the extent of
3 benefits paid on behalf of Cynthia Harris.

4 DATED this 28th day of September, 2015.

5 BARRON & PRUITT, LLP

6 

7 JOSHUA A. SLIKER, ESQ.

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11 Attorneys for Southwest Airlines Co.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of September, 2015, I served the foregoing
**DEFENDANT SOUTHWEST AIRLINES CO. WELFARE BENEFIT PLAN'S ANSWER
AND AFFIRMATIVE DEFENSES** as follows:

☒ US MAIL: by placing the document(s) listed above in a sealed envelope, postage prepaid, in the United States Mail at Las Vegas, Nevada, addressed to Cynthia Harris only.

☐ BY FAX: by transmitting the document(s) listed above via facsimile transmission to the fax number(s) set forth below.

☐ BY HAND-DELIVERY: by hand-delivering the document(s) listed above to the address(es) set forth below.

☐ BY EMAIL: by emailing the document(s) listed above to the email address(es) set forth below.

☒ BY ELECTRONIC SERVICE: by electronically serving the document(s) listed above with the U.S. District Court's CM/ECF system upon the following:

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1 Cynthia Harris
2 10245 S. Maryland Parkway #238
3 Las Vegas, Nevada 89183
4 *Defendant Pro Se*
5 **Via mail only**

/s/ Jill L. Williams

An Employee of BARRON & PRUITT, LLP

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